Nacoochee Outdoor Adventures, INC

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Email: info@nacoocheeadventures.com

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*****READ BEFORE SIGNING*****

Participant Name: _____

In consideration of being allowed to participate in any way in the program, related events, and activities, I the undersigned acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in the program, is significant, including the potential for permanent paralysis and death. I understand that this activity can sometimes require extreme physical involvement and declare that I am in good health and in proper physical condition to conduct this activity. This activity involves high altitude "zipping", hikes over uneven terrain, possible exposure to insects, snakes, and other animals in nature. I fully understand and accept all risks involved with these activities, including but not limited to: zip line tours, giant swing, ATV tours, and challenge course.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately.
4. I, for myself, and on behalf of my heirs, assigns, personal representatives, and next of kin **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE NACOOCHEE VILLAGE LLC AND NACOOCHEE OUTDOOR ADVENTURES INC**, its officers, officials, agents and or employees, other participants, sponsors, advertisers, and if applicable, owners and lessor of premises used to conduct the event from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
5. I hereby give permission and authorize without any compensation use of any or all photography or videos made of me or minor participants while participating in these activities. I understand that at the operator's discretion photos or videos may be used for marketing and promotional uses and all materials are solo property of releases.

X_____ _____/_____/_____ _____ _____

Participant's Signature **Date of Birth** **Weight** **Date**

Email: _____Phone Number:_____

Address:_____City:_____State:_____Zip:_____

FOR PARENT/GUARDIAN OF A MINOR (UNDER AGE OF 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as the parent/guardian with legal responsibility for this participant, do consent and agree to his/her release to participate in the aforementioned activities. I have read all the provisions of the contract, including the release of claims and covenant not to sue, set forth therein, and I release and agree to indemnify and hold harmless the Releasees' from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X_____ _____

Parent/Guardian Signature **Emergency Phone Number**

Thank you for choosing Nacoochee Adventures for your adventure today.
We appreciate your business.